

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI**

THE SANSONE GROUP, INC.,

Plaintiff,

v.

DDR CORP.,

Defendant.

Case No. 4:15-cv-00463

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

1. Plaintiff The Sansone Group, Inc. (“Sansone Group”) brings this action against DDR Corp. (“DDR”) seeking a declaratory judgment and injunctive relief. Sansone Group seeks a declaratory judgment that it is not in material default of its obligations under the Operating Agreement of Sansone Group/DDR LLC (“Company”). Sansone Group also seeks a declaratory judgment that DDR may not alter the management of the Company without the consent of Sansone Group, and may not unilaterally terminate management periods defined in the Operating Agreement of the Company. Sansone Group further seeks a preliminary and permanent injunction prohibiting DDR from taking any action to alter the Company’s management without the consent of Sansone Group.

The Parties

2. Plaintiff Sansone Group is a corporation that is incorporated in Missouri and maintains its principal place of business in St. Louis County, Missouri.

3. Upon information and belief, Defendant DDR is a corporation that is incorporated in Ohio. At the time it entered into the Company's Operating Agreement in 1998, DDR was an Ohio corporation. Today, DDR maintains its principal place of business in Beachwood, Ohio.

4. The Company, Sansone Group/DDR LLC, is a limited liability company organized under Missouri law. The Company was formed pursuant to an Operating Agreement dated July 16, 1998. Sansone Group and certain of its affiliates formed the Company and made contributions to the Company in consideration for 100% of the interests of the Company. DDR purchased 50% of the aggregate interests of the Company from Sansone Group.

Jurisdiction and Venue

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 (diversity) because Plaintiff Sansone Group, a citizen of Missouri, is completely diverse from the Defendant, DDR, a citizen of Ohio, and the value of the immediate object of this litigation, the Company, exceeds \$75,000.

6. Venue is properly vested in this Court pursuant to 28 U.S.C. § 1391(b)(2) because the Company's principal office is located in this judicial district.

7. The relief requested is authorized pursuant to 28 U.S.C. §§ 2201 and 2202 (declaratory judgment) and 28 U.S.C. § 1651(a) (injunctive relief).

COUNT I Declaratory Judgment and Injunctive Relief

8. Sansone Group incorporates by reference and re-alleges each and every allegation set forth above as if fully set forth herein.

9. An actual and justiciable controversy exists between Sansone Group and DDR concerning whether Sansone Group is in material default of its obligations under the Operating Agreement of the Company.

10. Sansone Group is not in material default of any of its obligations under the Operating Agreement of the Company.

11. Sansone Group seeks a declaratory judgment that it is not in material default of any of its obligations under the Operating Agreement of the Company.

COUNT II
Declaratory Judgment and Injunctive Relief

12. Sansone Group incorporates by reference and re-alleges each and every allegation set forth above as if fully set forth herein.

13. An actual and justiciable controversy exists between Sansone Group and DDR concerning whether DDR may alter the management of the Company without the consent of Sansone Group, and whether DDR may unilaterally terminate certain management periods defined in the Operating Agreement.

14. DDR may not alter the management of the Company without the consent of Sansone Group, and may not unilaterally terminate management periods defined in the Operating Agreement.

15. Sansone Group seeks a declaratory judgment that DDR may not alter the management of the Company without the consent of Sansone Group, and may not unilaterally terminate management periods defined in the Operating Agreement.

16. Sansone Group further seeks a preliminary and permanent injunction prohibiting DDR from altering the management of the Company without the consent of Sansone Group, and from unilaterally terminating management periods defined in the Operating Agreement.

Prayer For Relief

In light of the foregoing, Plaintiff Sansone Group respectfully prays that this Court:

- A. Issue a declaratory judgment, pursuant to 28 U.S.C. § 2201 and Rule 57 of the Federal Rules of Civil Procedure, that
- i. Sansone Group is not in material default of any of its obligations under the Operating Agreement of the Company; and
 - ii. DDR may not alter the management of the Company without the consent of Sansone Group, and may not unilaterally terminate management periods defined in the Operating Agreement.
- B. Issue a preliminary and permanent injunction, pursuant to 28 U.S.C. § 1651(a) and Rule 65 of the Federal Rules of Civil Procedure, enjoining DDR from altering the management of the Company without the consent of Sansone Group, and from unilaterally terminating management periods defined in the Operating Agreement.
- C. Award Sansone Group its reasonable attorneys' fees and costs; and
- D. Award such other relief available under the law that may be considered appropriate under the circumstances, including other fees and cost of this action to the extent allowed by law.

Dated: March 12, 2015

DOWD BENNETT LLP

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